

immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action requiring such determination of shareholders is to be taken, and the determination of shareholders on such record date shall apply with respect to the particular action requiring the same notwithstanding any transfer of shares on the books of the Corporation after such record date.

Section 7.6 Dividends. The Board of Directors may, from time to time, declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by the Articles of Incorporation and by law, such dividends to be paid in cash or in property or in shares of capital stock of the Corporation.

ARTICLE VIII

Indemnification

Section 8.1 Definitions. In this Article:

(a) *"Indemnatee"* means (i) any present or former Director, advisory director or officer of the Corporation, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(b) *"Official Capacity"* means (i) when used with respect to a Director, the office of Director of the Corporation, and (ii) when used with respect to a person other than a Director, the elective or appointive office of the Corporation held by such person or the employment or agency relationship undertaken by such person on behalf of the Corporation, but in each case does not

include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(c) *"Proceeding"* means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 8.2 Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is or is threatened to be named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 8.1, if it is determined in accordance with Section 8.4 that the Indemnitee (a) conducted himself in good faith, (b) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Corporation's best interests and, in all other cases, that his conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, had no reasonable cause to believe that his conduct was unlawful; *provided, however*, that in the event that an Indemnitee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnitee the indemnification (i) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (ii) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Corporation. Except as provided in the immediately preceding proviso to the first sentence of this Section 8.2, no indemnification shall be made under this Section 8.2 in respect of any Proceeding in which such Indemnitee shall have been (x) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the

Indemnatee's Official Capacity, or (y) found liable to the Corporation. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnatee did not meet the requirements set forth in clauses (a), (b) or (c) in the first sentence of this Section 8.2. An Indemnatee shall be deemed to have been found liable in respect of any claim, issue or matter only after the Indemnatee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall, include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnatee. The indemnification provided herein shall be applicable whether or not negligence or gross negligence of the Indemnatee is alleged or proven.

Section 8.3 Successful Defense. Without limitation of Section 8.2 and in addition to the indemnification provided for in Section 8.2, the Corporation shall indemnify every Indemnatee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 8.1, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 8.4 Determinations. Any indemnification under Section 8.2 (unless ordered by a court of competent jurisdiction) shall be made by the Corporation only upon a determination that indemnification of the Indemnatee is proper in the circumstances because he has met the applicable standard of conduct. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors, duly designated to act in the matter by a majority vote of all Directors (in which designation Directors who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two (2) or more Directors who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; (c) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clauses

(a) or (b) of this Section 8.4 or, if the requisite quorum of all of the Directors cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Directors (in which Directors who are named defendants or respondents in the Proceeding may participate); or (d) by the shareholders in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section 8.4 that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 8.5 Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding shall be paid by the Corporation at reasonable intervals in advance of the final disposition of such Proceeding, and without making any of the determinations specified in Section 8.4, after receipt by the Corporation of (a) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it shall ultimately be determined that he is not entitled to be indemnified by the Corporation as authorized in this Article. Such written undertaking shall be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

Section 8.6 Employee Benefit Plans. For purposes of this Article, the Corporation shall be deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by him of his duties to the Corporation also imposes duties on or otherwise involves services by him to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of his duties for a purpose reasonably believed by him to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Corporation.

Section 8.7 Other Indemnification and Insurance. The indemnification provided by this Article shall (a) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Corporation's Articles of Incorporation, any law, agreement or vote of shareholders or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (b) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (c) inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.8 Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the shareholders of the Corporation with or before the notice or waiver of notice of the next shareholders' meeting or with or before the next submission to shareholders of a consent to action without a meeting and, in any case, within the twelve-month period immediately following the date of the indemnification or advance.

Section 8.9 Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, Article 2.02-1 of the Texas Business Corporation Act, and, in the event this Article or any of the provisions hereof or the

indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 8.10 Continuing Offer, Reliance, etc. The provisions of this Article (a) are for the benefit of, and may be enforced by, each Indemnitee of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation and such Indemnitee and (b) constitute a continuing offer to all present and future Indemnitees. The Corporation, by its adoption of these Bylaws, (x) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article in becoming, and serving in any of the capacities referred to in Section 8.1(a) of this Article, (y) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees and (z) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

Section 8.11 Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of the Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE IX

General Provisions

Section 9.1 Waiver of Notice. (a) Whenever, under the provisions of applicable law or of the Articles of Incorporation or of these Bylaws, any notice is required to be given to any

shareholder or Director, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

(b) Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 9.2 Seal. If one be adopted, the corporate seal shall have inscribed thereon the name of the Corporation and shall be in such form as may be approved by the Board of Directors. Said seal may be used by causing it or a facsimile of it to be impressed or affixed or in any manner reproduced.

Section 9.3 Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 9.4 Checks, Notes, etc. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors may authorize any officer or officers or such other person or persons to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 9.5 Examination of Books and Records. The Board of Directors shall determine from time to time whether, and if allowed, when and under what conditions and regulations the accounts and books of the Corporation (except such as may by statute be specifically opened to inspection) or any of them shall be open to inspection by the shareholders, and the shareholders rights in this respect are and shall be restricted and limited accordingly.

Section 9.6 Voting Upon Shares Held by the Corporation. Unless otherwise ordered by the Board of Directors, the Chairman of the Board, if one shall be elected, or the President, if a Chairman of the Board shall not be elected, acting on behalf of the Corporation, shall have full power and authority to attend and to act and to vote at any meeting of shareholders of any corporation

in which the Corporation may hold shares and at any such meeting, shall possess and may exercise any and all of the rights and powers incident to the ownership of such shares which, as the owner thereof, the Corporation might have possessed and exercised, if present. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

ARTICLE X

Amendments

Section 10.1 Amendment by Board of Directors. The Board of Directors shall have the power to alter, amend or repeal these Bylaws or adopt new Bylaws, subject to amendment, repeal or adoption of new Bylaws by action of the shareholders and unless the shareholders in amending, repealing or adopting a new Bylaw expressly provide that the Board of Directors may not amend or repeal that Bylaw. The Board of Directors may exercise this power at any regular or special meeting at which a quorum is present by the affirmative vote of a majority of the Directors present at the meeting and without any notice of the action taken with respect to the Bylaws having been contained in the notice or waiver of notice of such meeting. Unless the Corporation's Articles of Incorporation or a Bylaw adopted by the shareholders provide otherwise as to all or some portion of the Bylaws, the Corporation's shareholders may amend, repeal or adopt new Bylaws even though the Bylaws may also be amended by the Board of Directors.

ARTICLE XI

Subject to All Laws

Section 11.1 Subject to All Laws. The provisions of these Bylaws shall be subject to all valid and applicable laws, including, without limitation, the Texas Business Corporation Act as now or hereafter amended, and in the event that any of the provisions of these Bylaws are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and these Bylaws shall be deemed modified accordingly, and, as so modified, to continue in full force and effect.

NNN 96-173

PEPPER & CORAZZINI

VINCENT A. PEPPER
ROBERT F. CORAZZINI
PETER H. FEINBERG
PETER GUTMANN
JOHN F. GARZIGLIA
TODD J. PARRIOTT
BARBARA R. MERLIE
NEAL J. FRIEDMAN
ELLEN S. MANDELL

ATTORNEYS AT LAW
200 MONTGOMERY BUILDING
1776 K STREET, NORTHWEST
WASHINGTON, D. C. 20006
(202) 296-0600

JUN 20 1 20 AM '88
B. WARING PARTRIDGE III, P.C.
E. THEODORE MALLYCK
OF COUNSEL
DIVISION
FREDERICK W. FORD
1909 - 1986
TELECOPIER: (202) 296-5572

June 10, 1988

Mr. H. Walker Feaster
Acting Secretary
Federal Communications Commission
Washington, D.C. 20554

RECEIVED

88 06 10

FCC
FEE SECTION

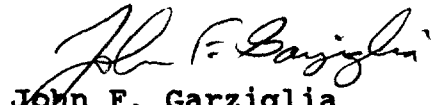
Re: FCC Form 314
Application for Consent to Assignment
of License of KIOX(AM), Bay City, Texas
from Bay City Broadcasting, Ltd. to
North Star Communications, Inc.

Dear Mr. Feaster:

Transmitted herewith in triplicate on behalf of Bay City Broadcasting, Ltd. (assignor) and North Star Communications, Inc. (assignee) is an FCC Form 314 seeking the Commission's consent for assignment of the license of KIOX(AM), Bay City, Texas.

Attached to the original of this application is a check in the amount of \$500.00 to cover the requisite filing fee. Should any questions arise concerning either the assignor's or the assignee's portion of this application, please contact this office directly.

Sincerely,


John F. Garziglia
Counsel to North Star Communications,
Inc.

Enclosure

MM 96-173

Commission Use Only

File No.

BAL-880610EB

United States of America
Federal Communications Commission
Washington, D.C. 20554

FEE NO:

08009598

FEE TYPE:

MKA
Approved by OMB
3064-0131
Expires 3/31/86

FEE AMT :

\$500.00

ID SEQ :

08

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE

(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor Bay City Broadcasting, Ltd.

Street Address

City

P.O. Box 1391

Bay City

State

Zip Code

Telephone No.

(Include area code)

TX

77414

RECEIVED

88 06 10

FCC
FEE SECTION

2. Authorization which is proposed to be assigned

(a) Call letters KIOX Location Bay City, Texas

- (b) Has the station commenced its initial program tests within the past twelve months?

☐ YES ☒ NO

If yes, was the initial construction permit granted after comparative hearing?

☐ YES ☐ NO

If yes, attach as Exhibit No. _____ the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

Remote broadcast license: KB-97120

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

☒ YES ☐ NO

If No, attach as Exhibit No. _____ an Ownership Report supplying full and up-to-date information.

5. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach.

6. State in Exhibit No. 2 whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

GENERAL INFORMATION

Part I—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, or other major application, has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination? ☐ YES ☒ NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition of litigation.

Section I

GENERAL INFORMATION

Part II — Assignee

1. Name of Assignee North Star Communications, Inc.

Street Address (or other identification)

City

13900, Essex, Lane, Ste 1150 Houston

State

Zip Code

Telephone No.

(Include area code)

TX

77027

713/961-0969

2. Does the contract submitted in response to Question 5, Part I of Section I embody the full and complete agreement between the assignor and assignee? ☒ YES ☐ NO

If No, explain in Exhibit No. _____.

Section II

ASSIGNEE'S LEGAL QUALIFICATIONS

1. Assignee is:

☐ an individual

☐ a general partnership

☐ a limited partnership

☒ a corporation

☐ other

2. If the applicant is an unincorporated association or a legal entity other than an individual, partnership or corporation, describe in Exhibit No. _____ the nature of the applicant.

CITIZENSHIP AND OTHER STATUTORY REQUIREMENTS

YES NO

3. (a) Is the applicant in compliance with the provisions of Section 310 of the Communications Act of 1934, as amended, relating to interests of aliens and foreign governments? ☒ YES ☐ NO

(b) Will any funds, credit, etc., for construction, purchase or operation of the station be provided by aliens, foreign entities, domestic entities controlled by aliens, or their agents? ☐ YES ☒ NO

If Yes, provide particulars as Exhibit No. _____.

ASSIGNEE'S LEGAL QUALIFICATIONS

4. (a) Has an adverse finding been made, adverse final action taken or consent decree approved by any court or administrative body as to the applicant or any party to the application in any civil or criminal proceeding brought under the provisions of any law related to the following: any felony, antitrust, unfair competition, fraud, unfair labor practices, or discrimination?

YES NO

☐ ☒

(b) Is there now pending in any court or administrative body any proceeding involving any of the matters referred to in 4.(a)?

☐ ☒

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons and matters involved, identifying the court or administrative body and the proceeding (by dates and file numbers), stating the facts upon which the proceeding was based or the nature of the offense committed, and disposition or current status of the matter. Information called for by this question which is already on file with the Commission need not be refiled provided: (1) the information is now on file in another application or FCC form filed by or on behalf of the assignee; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to; and (3) after making the reference, the assignee states, "No change since date of filing."

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I PARTIES TO APPLICATION

5. (a) Complete Table I with respect to the assignee. (Note: If the applicant considers that to furnish complete information would pose an unreasonable burden, it may request that the Commission waive the strict terms of this requirement).

INSTRUCTIONS: If applicant is an individual, fill out column (a) only. If applicant is a partnership, fill out columns (a), (b) and (d), state as to each general or limited partner (including silent partners) (a) name and residence, (b) nature of partnership interest (i.e., general or limited), and (d) percent of ownership interest. If applicant is a corporation or an unincorporated association with 50 or fewer stockholders, stock subscribers, holders of membership certificate or other ownership interest, fill out all columns, giving the information requested as to all officers, directors and members of governing board. In addition, give the information as to all persons or entities who are the beneficial or record owners of or have the right to vote capital stock, membership or owner interest or are subscribers to such interests. If the applicant has more than 50 stockholders, stock subscribers or holders of membership certificates or other ownership interests, furnish the information as to officers, directors, members of governing board, and all persons or entities who are the beneficial or record owners of or have the right to vote 1% or more of the capital stock, membership or owner interest except that if such entity is a bank, insurance company or investment company (as defined by 15 U.S.C. §80a-3) which does not invest for purposes of control, the stock, membership or owner interest need only be reported if 5% or more

Applicants are reminded that questions 5 through 7 of this Section must be completed as to all "parties to this application" as that term is defined in the instructions to Section II of this form.

Name and Residence (Home) Address(es)	Nature of Partnership Interest or Office Held	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M)
		YES	NO	
(a)	(b)	(c)		(d)
Clive Runnells 3900 Essex Lane Suite 1100 Houston, TX 77027	President	X		40% O, VS
J. H. Landrum 1905 West Loop El Campo, TX 77437	Exec. Vice President	X		30% O, VS
Michael A. Wickizer 18318 Mahogany Forest Spring, TX 77379	Exec. Vice President	X		30% O, VS

ASSIGNEE'S LEGAL QUALIFICATIONS

TABLE I (cont'd)

PARTIES TO APPLICATIONS

Name and Residence (Home) Address(es) (a)	Nature of Partnership Interest or Office Held (b)	Director or Member of Governing Board		% of: Ownership (O) or Partnership (P) or Voting Stock (VS) or Membership (M) (d)
		YES	NO	
		(c)		

ASSIGNEE'S LEGAL QUALIFICATIONS

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 5. (b) Does the applicant or any party to this application, own or have any interest in a daily newspaper or cable television system? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| (c) Does the applicant or any party to this application have an ownership interest in, or is an officer, director or partner of, an investment company, bank, or insurance company which has an interest in a broadcast station, cable system or daily newspaper? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If the answer to questions 5(b) or (c) is Yes, attach as Exhibit No. 3, a full disclosure concerning persons involved, the nature of such interest, the media interest and its location.

OTHER BROADCAST INTERESTS

- | | | |
|--|-------------------------------------|-------------------------------------|
| 6. Does the applicant or any party to this application have any interest in or connection with the following? | | |
| (a) an AM, FM or TV broadcast station? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) a broadcast application pending before the FCC? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the applicant or any party to this application had any interest in or connection with the following: | | |
| (a) an application which has been dismissed with prejudice by the Commission? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) an application which has been denied by the Commission? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) a broadcast station, the license which has been revoked? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) an application in any Commission proceeding which left unresolved character issues against the applicant? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (e) If the answer to any of the questions in 6 or 7 is Yes, state in Exhibit No. <u>4</u> , the following information: | <input type="checkbox"/> | <input type="checkbox"/> |
| (i) Name of party having such interest; | | |
| (ii) Nature of interest or connection, giving dates; | | |
| (iii) Call letters of stations or file number of application, or docket number; | | |
| (iv) Location. | | |
| 8. (a) Are any of the parties to this application related to each other (as husband, wife, father, mother, brother, sister, son or daughter)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) Does any member of the immediate family (i.e., husband, wife, father, mother, brother, sister, son or daughter) of any party to this application have any interest in or connection with any other broadcast station or pending application? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to (a) or (b) above is Yes, attach as Exhibit No. _____, a full disclosure concerning the persons involved, their relationship, the nature and extent of such interest or connection, the file number of such application, and the location of such station or proposed station.

Section II (page 5)

OWNERSHIP AND CONTROL

YES NO

9. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

☐ ☒

If Yes, provide particulars as Exhibit No. _____ .

10. Do documents, instruments, agreements or understandings for the pledge of stock of a corporate applicant, as security for loans or contractual performance, provide that (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of stockholder rights by the purchaser at such sale, the prior consent of the Commission (pursuant to 47 U.S.C. 310(d)) will be obtained?

No such documents presently exist.

☒ ☐

If No, attach as Exhibit No. _____ a full explanation.

Section III

ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The applicant certifies that sufficient net liquid assets are on hand or are available from committed sources to consummate the transaction and operate the facilities for three months.
2. The applicant certifies that: (a) it has a reasonable assurance of a present firm intention for each agreement to furnish capital or purchase capital stock by parties to the application, each loan by banks, financial institutions or others, and each purchase of equipment on credit; (b) it can and will meet all contractual requirements as to collateral, guarantees, and capital investment; (c) it has determined that all such sources (excluding banks, financial institutions and equipment manufacturers) have sufficient net liquid assets to meet these commitments.

☒ ☐

☒ ☐

SECTION IV

ASSIGNEE'S PROGRAM SERVICE STATEMENT

FOR AM AND FM APPLICANTS

1. Attach as Exhibit No. 5 a brief description, in narrative form, of the planned programming service relating to the issues of public concern facing the proposed service area.

FOR TELEVISION APPLICANTS

2. Ascertainment of Community Needs.

- A. State in Exhibit No. _____ the methods used by the applicant to ascertain the needs and interests of the public served by the station. Such information shall include (1) identification of representative groups, interests and organizations which were consulted and (2) the major communities or areas which applicant principally undertakes to serve.
- B. Describe in Exhibit No. _____ the significant needs and interests of the public which the applicant believes its station will serve during the coming license period, including those with respect to national or international matters.
- C. List in Exhibit No. _____ typical and illustrative programs or program series (*excluding Entertainment and News*) that applicant plans to broadcast during the coming license period to meet those needs and interests.

3. State the minimum amount of time, between 6:00 a.m. and midnight, the applicant proposes to normally devote each week to the program types listed below (*see definitions in Instructions*). Commercial matter, within a program segment, shall be excluded in computing the time devoted to that particular program segment, e.g., a 15-minute news program containing three minutes of commercial matter, shall be computed as a 12-minute news program.

	HOURS	MINUTES	% of TOTAL TIME ON AIR
NEWS	_____	_____	_____
PUBLIC AFFAIRS	_____	_____	_____
ALL OTHER PROGRAMS (<i>Exclusive of Sports and Entertainment</i>)	_____	_____	_____
LOCAL PROGRAMMING	_____	_____	_____

4. State the maximum amount of commercial matter the applicant proposes to allow normally in any 60-minute segments: _____
5. State the maximum amount of commercial matter the applicant proposes to allow normally in a 60-minute segment between the hours of 6 p.m. to 11 p.m. (5 p.m. to 10 p.m. Central and Mountain Times): _____
 - (a) State the number of hourly segments per week this amount is expected to be exceeded, if any: _____
6. State in Exhibit No. _____, in full detail, the reasons why the applicant would allow the amount of commercial matter stated in Question 4 and 5 above to be exceeded.

SECTION V

ASSIGNEE'S EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

YES NO

1. Does the applicant propose to employ five or more fulltime employees?

☒ ☐

If the answer is Yes, the applicant must include an EEO program called for in the Model EEO Program. (FCC Form 396-A).

SECTION VI

Part I — Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules?

☒ YES ☐ NO

The ASSIGNOR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, Section 1001**

I certify that the assignor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 9th day of June, 1988

Name of Assignor

Dwight Clark Harrison
Signature

President

Title

SECTION VI

Part II — Assignee

ASSIGNEE'S CERTIFICATION

The ASSIGNEE hereby waives any claim to the use of any particular frequency as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests an authorization in accordance with this application. (See Section 304 of the Communications Act of 1934, as amended).

The ASSIGNEE acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNEE represents that this application is not filed by it for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNEE has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

I certify that the assignee's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 8th day of June 1988

North Star Communications, Inc.

Name of Assignee

Signature

Executive Vice President

Title

Exhibit No. 1

AGREEMENT OF PURCHASE AND SALE OF ASSETS
(see following pages)

AGREEMENT OF PURCHASE AND SALE OF ASSETS

This Agreement (the "Agreement") is made as of the 8th day of June, 1988, by and between NORTH STAR COMMUNICATIONS, INC., a Texas corporation ("Buyer"), and BAY BROADCASTING, LTD., a Texas limited partnership ("Seller"), the general partner of which is OAK CREEK COMMUNICATIONS, INC., a Texas corporation ("OCC").

WITNESSETH:

WHEREAS, Seller owns and operates radio station KIOX in Bay City, Texas (the "Station"); and

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the assets related to the operation of the Station pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and promises herein made, the parties hereto agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 **Sale of Assets.** Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, convey, transfer, assign and deliver to Buyer, free and clear of all liens, claims, encumbrances (except for Permitted Encumbrances as defined in Section 3.2(a) hereof), and Buyer agrees to purchase from Seller, all of the assets of Seller which comprise the Station (excluding only the Excluded Assets as defined in Section 1.2 hereof), which assets are collectively referred to as the "Assets" and which include, without limitation, the following:

- (a) All of the personal property, equipment, office machines, supplies, materials, furniture, fixtures, antennae, transmitting, broadcasting and receiving facilities and equipment, control room facilities and equipment, generators and amplifiers, and all other

tangible personal property of every kind and character and wherever situated or claimed by Seller and used in or in connection with the Station or the operation thereof, including, without limitation, the property set forth and described on Exhibit 1.1A attached hereto (which said Exhibit and all Exhibits hereafter referred to are by such attachment and reference incorporated herein and made a part hereof for all purposes).

(b) All rights, licenses, permits and authorizations issued by any regulatory agency (including, without limitation, the Federal Communications Commission ("FCC")), trademarks, tradenames, service marks, copyrights, franchises, prepaid expenses, deposits and other intangible personal property of the Seller of whatsoever kind and character which are used in the operation of the Station, including, without limitation, all business, good will, licenses, authorizations and applications listed on Exhibit 1.1B annexed hereto, and the right to use the call letters of the Station.

(c) All radio time and advertising agreements and those agreements, arrangements, commitments and understandings, written or oral, expressed or implied, connected with or related to the Station or to the operation thereof, to which Seller is a party which are listed on Exhibit 1.1C annexed hereto.

(d) All real property including land, buildings, easements and agreements or arrangements of lease with respect to real property or interests therein and rights-of-way and all similar properties used or owned in connection with the Station, including the interests in real property described in Exhibit 1.1D hereto.

(e) All utility and similar deposits and prepaid expenses (other than those cash accounts or cash deposits and prepaid insurance premiums described in Section 1.2 below) relating to the Station.

(f) All inventories (including, without limitation, inventories of materials, supplies and replacement parts and tapes, including recorded programs and commercials and Seller's library of records, tapes and recordings) maintained by Seller for, or in connection with, the operation of the Station on the Closing Date.

(g) All books and records (or copies thereof) owned by Seller and relating to the Assets or to their maintenance or efficient operation or to the business of Seller, including, but not limited to, books of account, journals and ledgers, customer lists, files, correspondence, memoranda, blue prints, maps, plats, drawings, specifications and other similar writings and archives.

1.2 Excluded Assets. Notwithstanding the foregoing, the following assets shall be retained by Seller and shall not be sold or transferred to Buyer (such retained assets being herein collectively called the "Excluded Assets"):

(a) Cash, bank balances, moneys in possession of any banks or trust companies and similar cash items of Seller on hand on the Closing Date;

(b) Prepaid insurance premiums relating to insurance policies carried by Seller prior to the Closing which policies shall be continued by Seller or cancelled unless otherwise agreed between Seller and Buyer;

(c) All of Seller's right, title and interest in and to all accounts receivable with respect to the Station; and

(d) All books, records and documents relating to Seller's corporate and non-Station operations, including, without limitation, Seller's minute books, corporate seal, treasury stock and similar items relating to the corporation and not to the business or assets to be transferred hereunder. Any of Seller's books, records and documents retained by Seller and required by Buyer in connection with the operation of the Station shall, on reasonable notice, be made available to Buyer for examination and duplication after the Closing at the office of Seller for a period of three (3) years.

1.3 Purchase Price. In consideration of the sale of the Assets under this Agreement, Buyer shall at Closing pay to Seller the cash sum of One Hundred Seventy Five Thousand and No/100 Dollars (\$175,000.00). The purchase price shall be allocated among the Assets as set forth in an agreement to be entered into by the Buyer and Seller at or prior to Closing.